

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PECO ENERGY COMPANY,

Plaintiff,

v.

**NATIONWIDE MUTUAL INSURANCE
CO. *et al.*,**

Defendants.

Civil Action

No. 20-cv-4306

ORDER

AND NOW, this 18th day of February, 2022, upon consideration of Defendant's Motion for Judgment on the Pleadings (ECF No. 27), Plaintiff's response and cross-Motion for Summary Judgment (ECF No. 28), Defendant's reply (ECF No. 29), and Plaintiff's reply in support of its Motion (ECF No. 30), and for the reasons set forth in the accompanying memorandum opinion, it is hereby **ORDERED** that:

1. Defendant's Motion for Judgment on the Pleadings (ECF No. 27) is **GRANTED** **in part and DENIED in part** as follows: Defendant's Motion is **GRANTED** as to Plaintiff's bad faith claim (Count II) and **DENIED** in all other respects.
2. Plaintiff's Motion for Summary Judgment (ECF No. 28) is **GRANTED**.
3. **JUDGMENT** is entered in favor of Plaintiff and against Defendant Nationwide Mutual Insurance Company on Count I of Plaintiff's Complaint: it is hereby declared that Defendant Nationwide Mutual Insurance Company owed a duty to defend PECO as an additional insured with respect to the claims asserted against PECO in Dotson v. City of Philadelphia et al., November Term, 2018, No. 000176 (Ct. Com. Pl. Philadelphia).

4. **JUDGMENT** is entered in favor of Defendant Nationwide Mutual Insurance Company and against Plaintiff on Count II of Plaintiff's Complaint.

5. **JUDGMENT** is entered in favor of Plaintiff and against Defendant Nationwide Mutual Insurance Company on Count I of Defendant's counterclaims. Count II (respecting Plaintiff's alternative arguments for coverage) is now moot and is therefore **DISMISSED**.

6. No claims are asserted by or against Defendant Lentzcaping, Inc., and Defendant Lentzcaping, Inc. is therefore **DISMISSED**.

7. The Clerk of Court shall mark this case **CLOSED**.

BY THE COURT:

/s/ Mitchell S. Goldberg
MITCHELL S. GOLDBERG, J.